

<i>SERFF Tracking Number:</i>	<i>EVST-125272349</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Everest National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025959</i>
<i>Company Tracking Number:</i>	<i>AR-GL-20021057</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>Delay Adoption of 2007-MS Changes/CW-GL-20018221</i>		

Filing at a Glance

Company: Everest National Insurance Company

Product Name: General Liability	SERFF Tr Num: EVST-125272349	State: Arkansas
TOI: 17.0 Other Liability - Claims	SERFF Status: Closed	State Tr Num: AR-PC-07-025959
Made/Occurrence		
Sub-TOI: 17.0001 Commercial General Liability	Co Tr Num: AR-GL-20021057	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Vanessa King	Disposition Date: 09/05/2007
	Date Submitted: 08/30/2007	Disposition Status: Approved
Effective Date Requested (New): 02/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 02/01/2008		Effective Date (Renewal):

General Information

Project Name: Delay Adoption of 2007-MS Changes	Status of Filing in Domicile: Pending
Project Number: CW-GL-20018221	Domicile Status Comments:
Reference Organization: Insurance Services Office	Reference Number: GL-2007-OCTFR
Reference Title: 2007 GENERAL LIABILITY MULTISTATE FORMS	Advisory Org. Circular: LI-GL-2006-111
REVISION TO BE IMPLEMENTED	
Filing Status Changed: 09/05/2007	
State Status Changed: 08/30/2007	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

Everest National, a participating insurer of Insurance Services Office (ISO), hereby files to adopt ISO filing designation number GL-2006-OCTFR without modification. However, due to systems constraints, we need to delay our adoption of this revision until 2/1/2008.

Additionally, we have revised specific company endorsements as follows. The changes to these endorsements are editorial and required to remain compatible with the new 2007 ISO GL.

For each form, we have included both a track change and clean version.

SERFF Tracking Number: EVST-125272349 State: Arkansas
 Filing Company: Everest National Insurance Company State Tracking Number: AR-PC-07-025959
 Company Tracking Number: AR-GL-20021057
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: Delay Adoption of 2007-MS Changes/CW-GL-20018221

Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses
 Included– ECG 03 511 01 08
 Errors And Omissions Liability Coverage – ECG 04 590 01 08
 Exclusion - Intellectual Property - ECG 21 569 01 08

These endorsements will be implemented along with the ISO 2007 GL effective February 1, 2008.

Company and Contact

Filing Contact Information

Vanessa King, Associate Manager, Filing and Regulation vanessa.king@everestre.com

P.O. Box 830 (908) 604-3267 [Phone]
 Liberty Corner, NJ 07938-0830 (908) 604-3546[FAX]

Filing Company Information

Everest National Insurance Company CoCode: 10120 State of Domicile: Delaware
 477 Martinsville Road Group Code: 1120 Company Type:
 P.O. Box 830
 Liberty Corner, NJ 07938-0830 Group Name: Everest Re Group, State ID Number:
 Ltd.
 (908) 604-3000 ext. [Phone] FEIN Number: 22-2660372

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
034970	\$50.00	08/29/2007

SERFF Tracking Number: EVST-125272349 *State:* Arkansas
Filing Company: Everest National Insurance Company *State Tracking Number:* AR-PC-07-025959
Company Tracking Number: AR-GL-20021057
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Delay Adoption of 2007-MS Changes/CW-GL-20018221

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/05/2007	09/05/2007

SERFF Tracking Number: *EVST-125272349* *State:* *Arkansas*
Filing Company: *Everest National Insurance Company* *State Tracking Number:* *AR-PC-07-025959*
Company Tracking Number: *AR-GL-20021057*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *General Liability*
Project Name/Number: *Delay Adoption of 2007-MS Changes/CW-GL-20018221*

Disposition

Disposition Date: 09/05/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: EVST-125272349 State: Arkansas

Filing Company: Everest National Insurance Company State Tracking Number: AR-PC-07-025959

Company Tracking Number: AR-GL-20021057

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: Delay Adoption of 2007-MS Changes/CW-GL-20018221

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses Included	Approved	Yes
Form	Errors and Omissions Liability Coverage	Approved	Yes
Form	Exclusion - Intellectual Property	Approved	Yes
Form	Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses Included	Approved	Yes
Form	Errors and Omissions Liability Coverage	Approved	Yes
Form	Exclusion - Intellectual Property	Approved	Yes

SERFF Tracking Number: EVST-125272349 State: Arkansas

Filing Company: Everest National Insurance Company State Tracking Number: AR-PC-07-025959

Company Tracking Number: AR-GL-20021057

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: Delay Adoption of 2007-MS Changes/CW-GL-20018221

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses Included	ECG 03 511 01 08	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 ECG 03 511 12 05 Previous Filing #: AR-PC-05-017481		ECG 03 511 01 08 .pdf
Approved	Errors and Omissions Liability Coverage	ECG 04 590 01 08	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 ECG 03 511 12 05 Previous Filing #: AR-PC-05-017481		ECG 04 590 01 08.pdf
Approved	Exclusion - Intellectual Property	ECG 21 569 01 08	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 ECG 21 569 12 03 Previous Filing #: USPH5VZJD936 3		ECG 21 569 01 08.pdf
Approved	Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses Included	ECG 03 511 12 05	12 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		ECG 03 511 01 08-Track changes .pdf
Approved	Errors and Omissions Liability Coverage	ECG 04 590 12 05	12 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		ECG 04 590 01 08-Track Changes.pdf

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Approved	Exclusion -	ECG 21	12 03	Endorsement/Amendment/Condition	Replaced Form #:0.00	ECG 21 569
	Intellectual	569 12 03			Previous Filing #:	01 08-Track
	Property					changes.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SELF-INSURED RETENTION –
EACH OCCURRENCE / EACH CLAIM / EACH COMMON
CAUSE / AGGREGATE OPTIONS
DEFENSE EXPENSES INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

<u>Coverage</u>	<u>Amount and Basis of Self-Insured Retention</u>	
Bodily Injury Liability	\$	Each Claim
	\$	Each "Occurrence"
Property Damage Liability	\$	Each Claim
	\$	Each "Occurrence"
Bodily Injury Liability and Property Damage Liability Combined	\$	Each Claim
	\$	Each "Occurrence"
Personal and Advertising Injury	\$	Each Claim
Liquor Liability	\$	Each Claim
	\$	Each Common Cause
Damage to Premises Rented to You	\$	Each Premises
Self Insured Retention Aggregate	\$	
Notification Requirement Threshold:	\$	or % of Self Insured Retention
Claims Reporting Period:		
Pre-Approved Claims Organization:		

(If no entry appears in the above Schedule, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

- The following is added to **Section I, Coverage A Bodily Injury And Property Damage Liability, 1. Insuring Agreement** and **Coverage B Personal And Advertising Injury Liability, 1. Insuring Agreement** of the COMMERCIAL GENERAL LIABILITY COVERAGE PART and **Section I – Liquor Liability Coverage, 1. Insuring Agreement** of the LIQUOR LIABILITY COVERAGE PART:

Our obligation to pay damages or “defense expenses” and our duty to defend applies only to damages or “defense expenses” in excess of the Self Insured Retention shown in the Schedule and only after the Self Insured Retention is exhausted by your payment of damages or “defense expenses” on your own behalf or on behalf of any insured.

2. Self Insured Retention means the amount shown in the Schedule. You must pay this amount for damages or “defense expenses” on your own behalf or on behalf of any insured. Damages or “defense expenses” that you must pay on your own behalf or on behalf of any insured mean such damages or “defense expenses” to which this insurance would apply except for the Self Insured Retention.

This Self Insured Retention applies separately from and in addition to any other Self Insured Retention for which you are responsible under any other policies or insurance, including any issued by us or our affiliated companies, that apply to the same “occurrence”, offense or claim.

Each Claim Basis: If an amount is shown in the Schedule for a Self Insured Retention for each claim, the Self Insured Retention applies:

- a. Under Bodily Injury Liability, to all damages because of “bodily injury” sustained by any one person as the result of any one claim.
- b. Under Property Damage Liability, to all damages because of “property damage” sustained by any one person or organization as the result of any one claim.
- c. Under Bodily Injury Liability and Property Damage Liability Combined, to the sum of all damages because of “bodily injury” liability and “property damage” sustained by any one person or organization as the result of any one claim.
- d. Under Personal and Advertising Injury liability, to all damages because of all “personal and advertising injury” sustained by any one person or organization.
- e. Under Liquor Liability, to all injuries sustained by any one person or organization.

All claims because of injury or damage to any one person or organization that result from the same “occurrence” will be considered a single claim for the purpose of determining the applicable Self Insured Retention.

Each “Occurrence” Basis: If an amount is shown in the Schedule for a Self Insured Retention for each “occurrence”, the Self Insured Retention applies per “occurrence” for damages covered under **Coverage A Bodily Injury And Property Damage Liability**:

- a. Under Bodily Injury Liability, to all damages because of “bodily injury” as the result of any one “occurrence”.
- b. Under Property Damage Liability, to all damages because of “property damage” as the result of any one “occurrence”.
- c. Under Bodily Injury Liability and Property Damage Liability, to the sum of all damages because of “bodily injury” and “property damage” as the result of any one “occurrence”.

The above Self-Insured Retention amounts apply regardless of the number of persons or organizations who sustain damages because of the “occurrence”.

Each Common Cause Basis: If an amount is shown in the Schedule for a Self Insured Retention for each common cause, the Self Insured Retention applies to damages covered under the Liquor Liability Coverage Part because of all “injury” sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

Each Premises Basis: If an amount is shown in the Schedule for a Self Insured Retention for each premises, the Self Insured Retention applies to all damages because of “property damage” to anyone premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Aggregate Option: If an amount is shown in the Schedule for a Self Insured Retention Aggregate, that amount is the most you must pay on your own behalf or on behalf of any insured for damages, including “defense expenses”, during the policy period. This amount will not be reduced because of cancellation of the policy. If the policy period is extended, a separate Self Insured Retention Aggregate amount equal to the amount shown in the schedule for the original policy period will apply for the extended policy period.

3. As used in this endorsement, “defense expenses” means payments allocated to a specific claim or “suit” for its investigation, settlement, or defense, including:
- a. Attorney fees and all other litigation expenses.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. The approved Claims Organization service expenses or fees.
- e. All court costs taxed against the insured in the claim or "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment you pay within the applicable Self Insured Retention.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Self Insured Retention.

"defense expenses" does not include salaries or expenses of our employees or your "employees".

- 4. You are responsible for the investigation, defense and settlement of any claim or "suit" seeking damages within the Self-Insured Retention and for the payment of all "defense Expenses" in connection therewith. You shall exercise utmost good faith, diligence and prudence to settle all claims and "suits" within the Self-Insured Retention. You are responsible for the handling of all claims, payments and expenses within the Self-Insured Retention until final closure.

We have the right to examine your claim or "suit" activities or records at any time.

- 5. We have the right, but not the duty, to participate with any insured in, or to assume in any insured's name, control over the investigation, settlement, defense or appeal of any claim or "suit" seeking damages under the policy within the Self Insured Retention. You will continue to be responsible for the payment of the applicable Self-Insured Retention regardless of our participation.

We are obligated to pay "defense expenses" only when the amount you have paid on your own behalf or on behalf of any insured for settlement, judgment or "defense expenses" arising from a claim or "suit" exceeds your Self Insured Retention.

At our request, you will pay us any portion of your Self Insured Retention that we deem reasonable for any claim or "suit". If the total amount of the judgment or settlement of that claim or "suit" and related "defense expenses" is ultimately less than the portion of your Self Insured Retention that you have paid to us, we will return to you the amount you paid us that is in excess of the ultimate cost.

- 6. If we exercise our right to assume the defense and control of any claim or "suit" from any insured, we shall obtain your written consent prior to settling any claim or "suit" within your Self Insured Retention. If you refuse to consent to our proposed settlement amount, you will be liable for any damages or related "defense expenses" that exceed our proposed settlement amount as well as for any amounts for damages or "defense expenses" that are within your Self Insured Retention.
- 7. Counsel used by any insured in the defense of any claim or "suit" must be pre-approved by us. Any insured must retain counsel if we deem it necessary for any specific claim or "suit".
- 8. If other valid and collectible insurance is available for any injury or damage to which this insurance or the Self-Insured Retention applies, this Policy will apply as excess of and will not contribute with such insurance. You are responsible for the applicable Self-Insured Retention amounts shown in the Schedule regardless of the availability of any other insurance.
- 9. Failure by the insured for any reason, including bankruptcy or insolvency, to pay any part of the Self Insured Retention shall not obligate us to make any payments or incur any costs to which this insurance would not otherwise apply.
- 10. You must contract for the services of a Claims Organization pre-approved by us to perform claims administration services. The Claims Organization contract and any changes must be pre-approved by us.
- 11. You will notify us promptly of any "occurrence", offense, claim, "suit", "injury" or damages, including those within the Self Insured Retention. You will immediately notify us of any "occurrence", offense, claim, "suit", "injury" or damages involving any of the following injuries:
 - 1. Fatality;
 - 2. Dismemberment or amputation;
 - 3. Paraplegia or quadriplegia;
 - 4. Loss or impairment of eyesight or hearing;

- 5. Brain injuries;
- 6. Burns;
- 7. Sexual assault;
- 8. Liquor Liability

For the purpose of determining when notice shall be provided, you shall assume that liability does exist and for the full amount of any claim;

- A. Immediately notify us in writing of any claim which in your reasonable judgment, taking into account past or anticipated "defense expenses" in connection with the claim, may result in payments equal to or exceeding the Notification Requirement Threshold of the applicable Self-Insured Retention shown in the Schedule above;
 - B. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "injury", "occurrence", offense, claim, "suit" or damages you are required to report to us.
 - C. Provide us with a written summary of all "injuries", "occurrences", offense, claims, "suits" or damages which have or may result in payments within the Self-Insured Retention per the Claims Reporting Period shown in the Schedule above. This written summary must show:
 - 1. the date of the "injury", "occurrence", offense, claim, "suit" or damages and
 - 2. the name(s) of the injured person(s) or identification of the damaged property, and
 - 3. a description of the injury or damage, and
 - 4. the amount paid or set aside as a reserve, including "Allocated Loss Adjustment Expenses", resulting from the "injury", "occurrence", claim or "suit".
12. We reserve the right at our sole discretion to determine if your payments for damages or "defense expenses" accrue to the Self Insured Retention.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
ECG 04 590 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF INSURED ACTIVITIES

INSURED ACTIVITIES	
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SCHEDULE OF ERRORS AND OMISSIONS ADDITIONAL INSURED

ADDITIONAL INSURED	ACTIVITIES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

ERRORS AND OMISSIONS LIMITS OF INSURANCE

ERRORS AND OMISSIONS AGGREGATE LIMIT	\$ aggregate
ERRORS AND OMISSIONS EACH EVENT OR PROJECT LIMITS	\$ per
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. COVERAGE: The following is added to **Section I – Coverages:**

COVERAGE – ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any act, error or omission and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph **D.** of this endorsement and Section **III – Limits Of Insurance** of the Commercial General Liability Coverage Part; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- b. This insurance applies to injury only if:
 - (1) The injury is caused by an act, error or omission;
 - (2) The act, error or omission is committed in the "insured activities" and takes place in the "coverage territory"; and
 - (3) The act, error or omission occurs during the policy period.
- c. All acts, errors or omissions that are related, connected or part of a series and any continuation or resumption of an act, error or omission will be considered one act, error or omission and will be considered to have occurred on the earliest date any of those acts, errors or omissions occurred.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act Or Intentional Injury

Damages or injury arising out of any

- (1) Insured's act, error or omission;
- (2) Act, error or omission committed at the direction of any insured;

that is dishonest, fraudulent, criminal, malicious, a willful or reckless violation of any statute, or intended to cause injury.

b. Violation Of Laws And Administrative Or Regulatory Actions

(1) Damages or injury arising out of any violation of:

- (a) The Securities Act of 1933 and as amended;
- (b) The Securities Exchange Act of 1934 and as amended;
- (c) The Investment Act of 1940 and as amended;
- (d) Any state blue sky or securities law;
- (e) Any similar state or federal law; or
- (f) Any order, ruling, or regulation issued pursuant to the above laws;

(2) Damages or injury arising out of intentional, willful, or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body;

(3) Damages or injury based upon, as a consequence of or arising out of discrimination by any insured on the basis of age, color, race, sex, creed, national origin, marital status, physical disability, handicap, or sexual preference.

(4) Damages or injury to:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- (b) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (i), (ii), or (iii) above is directed.

This exclusion (4) applies:

- (a) Whether the injury-causing event described in paragraph (a) above occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. ERISA And Acts Related To Investment Funds

Damages or injury:

- (1) Related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
- (2) Arising out of any infringement or violation of any provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order issued pursuant to the Act or any similar provisions of any federal, state or local law.

d. Injury When Coverages A Or B Apply

Damages or injury if Coverage **A** Bodily Injury And Property Damage Liability or Coverage **B** Personal And Advertising Injury Liability applies to any portion of such damage or injury or would apply if such injury or offense had occurred during this policy period.

e. Bodily Injury Or Personal And Advertising Injury

Damages or injury that is, or arises out of, "bodily injury", mental injury or "personal and advertising injury".

f. Property Damage

Damages or injury that is, or arises out of, physical injury to tangible property, including all resulting loss of use of that property.

g. Loss Of Use Of Tangible Property Not Physically Injured When Coverage A Applies

Damages or injury resulting from or arising out of loss of use of tangible property that is not physically injured if Coverage **A** Bodily Injury And Property Damage Liability applies to any portion of such injury or damage or would apply if such injury had occurred during this policy period.

h. Electronic Data

Damages or injury arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

i. Intellectual Property

Damages or injury arising out of any infringement or violation of:

- (1) Copyright, patent, trademark, service mark, trade name, trade dress, trade secret or other intellectual property rights or laws. Under this exclusion, such other intellectual property rights do not include the use of another's idea in your "advertisement".
- (2) Unfair competition, piracy or similar laws or regulations; or
- (3) Antitrust laws or regulations.

j. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

k. Contracts, Warranties Or Guarantees

Damages or injury resulting from or arising out of breach of contract, warranty or guarantee.

l. Injury To Employees And Other Workers

Damages or injury to any "employee" of an insured, or to any "temporary worker", "volunteer worker", or to an "employee" of an independent contractor working for an insured, or to any obligation of an insured to compensate another because of damages arising out of such injury or harm.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

m. Workers' Compensation And Similar Laws

Any obligation of any insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

n. Pollution, Organic Pathogen Or Fungi

(1) Damages or injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, growth or existence of "pollutants", "organic pathogen" or "fungi" at any time.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "organic pathogen" or "fungi"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants", "organic pathogen" or "fungi".

As used in this exclusion, "fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi; and "organic pathogen" means any bacteria or virus.

o. Lead, Asbestos Or Silica

(1) Damages or injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, growth or existence of lead, asbestos or silica in any manner or form at any time.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead, asbestos or silica; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead, asbestos or silica.

p. Nuclear

(1) Damages or injury resulting from or arising out of any:

- a. Nuclear radiation, reaction or energy;
- b. Hazardous materials used for or resulting from a nuclear reaction or the production of nuclear energy; or
- c. Radioactive materials.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, the materials or processes described in (1) above; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, the materials or processes described in (1) above.

q. Aircraft, Auto, Watercraft Or Mobile Equipment

Damages or injury arising out of the ownership, maintenance, use, entrustment to others, or transportation of any aircraft, "auto", watercraft or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the damages or injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", watercraft or "mobile equipment" that is owned or operated by or rented or loaned to any insured.

r. War

Damages or injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Money And Securities

Damages or injury resulting from or because of any loss of money, bank accounts or deposits, notes, securities or other financial instruments in the care, custody or control of any insured or for which any insured is responsible.

t. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

u. Insured Versus Insured

Any claim or demand for damages made by an insured against any entity:

- (1) Which is operated, managed or controlled by any insured;
- (2) In which the insured has a collective ownership interest in excess of 50%;
- (3) In which any insured is an officer or director;
- (4) Which wholly or partly owns, operates or manages any insured; or
- (5) Which is an insured.

v. Fines And Penalties

Punitive damages, exemplary damages, multiplied damages, fines or penalties.

w. Insurance And Financial Services

- (1) Damages or injury that results from any act, error or omission in:
 - (a) Advising with respect to, or interpreting;
 - (b) Requiring or failing to require; or
 - (c) Failing to obtain or maintain;

- Any form of insurance, suretyship or bond, either with respect to you or any other entity; or
- (2) Damages or injury that results from any act, error or omission in providing or failing to provide any financial, accounting or billing services or any similar or related services.

x. Event Cancellation

Damages or injury arising out of the cancellation, interruption, postponement, rescheduling or curtailment of any event, production or project.

B. SUPPLEMENTARY PAYMENTS: For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** will include reference to Coverage – **Errors And Omissions Liability**.
2. Bail bond and indemnitee defense Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. WHO IS AN INSURED: For the purposes of the coverage provided by this endorsement:

1. Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are deleted.
2. **Section II – Who Is An Insured** is amended to include as an additional insured the persons or organizations shown in the Schedule Of Errors And Omissions Additional Insureds, but only with respect to liability for injury:
 - a. Caused, in whole or in part, by your acts, errors or omissions or the acts, errors or omissions of those acting on your behalf in the performance of your “insured activities”; or
 - b. Arising out of the acts, errors or omissions by the additional insured committed in the activities described in the Schedule Of Additional Insureds, but only to the extent such acts, errors or omissions are committed in the “insured activities”.
3. Any additional insureds that are added by endorsement to this policy are not additional insureds for this **Errors And Omissions** Coverage unless such endorsement specifies that the entity is an additional insured for **Errors And Omissions** Coverage.

D. LIMITS OF INSURANCE: The following is added to **Section III – Limits Of Insurance**:

1. The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:
 - a. The General Aggregate Limit described in **Section III – Limits Of Insurance** will also include and be reduced by any payments we make for damages under this **Errors And Omissions** Coverage.
2. If any endorsement to this policy amends how the General Aggregate Limit applies or replaces the General Aggregate Limit with another Limit, the General Aggregate Limit or its replacement Limit will still include and be reduced by any payments we make for damages under this **Errors And Omissions** Coverage, regardless of any language to the contrary in such endorsement, unless such endorsement specifically states that such Limit is not reduced by payments we make for damages under this **Errors And Omissions** Coverage.
3. Subject to the General Aggregate Limit, the Errors And Omissions Aggregate Limit is the most we will pay for the sum of all damages under **Errors And Omissions** Coverage.
4. Subject to the Errors And Omissions Aggregate Limit, the Errors And Omissions Each Event Or Project Limit is the most we will pay under **Errors And Omissions** Coverage for the sum of all damages because of injury arising out of each event or project designated in the Schedule Of Errors And Omissions Limits.

E. CONDITIONS: For the purposes of the coverage provided by this endorsement:

1. All references to “occurrence” in Duties Condition **2.** of **Section IV – Commercial General Liability Conditions** Supplementary Payments – Coverages **A** and **B** will include acts, errors or omissions.
2. Condition **4.** of **Section IV – Commercial General Liability Conditions** is replaced by the following:
 4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this **Errors And Omissions** Coverage, our obligations are limited as follows:

a. Excess Insurance

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

When this insurance is excess over other insurance, we will have no duty to defend the insured against any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this **Errors And Omissions** Coverage.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

F. DEFINITIONS: For the purposes of the coverage provided by this endorsement:

1. "Insured activities" means the activities, projects or events as described in the Schedule Of Insured Activities.
2. "Suit" means a civil proceeding in which damages because of an injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTELLECTUAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of or related to: any actual or alleged infringement or violation of:
 - a.** Copyright, patent, trademark, service mark, trade name, trade dress, trade secret or other intellectual property rights or laws;
 - b.** Unfair competition, piracy or similar laws or regulations; or
 - c.** Antitrust laws or regulations;regardless of any other cause or event that contributes to the loss.
- 2.** With respect to Paragraph 1.a. of this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.
- 3.** This exclusion does not apply to infringement in your “advertisement” of copyright.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SELF-INSURED RETENTION –
EACH OCCURRENCE / EACH CLAIM / EACH COMMON
CAUSE / AGGREGATE OPTIONS
DEFENSE EXPENSES INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

SCHEDULE

<u>Coverage</u>	<u>Amount and Basis of Self-Insured Retention</u>	
Bodily Injury Liability	\$	Each Claim
	\$	Each "Occurrence"
Property Damage Liability	\$	Each Claim
	\$	Each "Occurrence"
Bodily Injury Liability and Property Damage Liability Combined	\$	Each Claim
	\$	Each "Occurrence"
Personal and Advertising Injury	\$	Each Claim
Liquor Liability	\$	Each Claim
	\$	Each Common Cause
Damage to Premises Rented to You	\$	Each Premises
Self Insured Retention Aggregate	\$	
Notification Requirement Threshold:	\$	or % of Self Insured Retention
Claims Reporting Period:		
Pre-Approved Claims Organization:		

(If no entry appears in the above Schedule, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

- The following is added to **Section I, Coverage A Bodily Injury And Property Damage Liability, 1. Insuring Agreement** and **Coverage B Personal And Advertising Injury Liability, 1. Insuring Agreement** of the COMMERCIAL GENERAL LIABILITY COVERAGE PART and **Section I – Liquor Liability Coverage, 1. Insuring Agreement** of the LIQUOR LIABILITY COVERAGE PART:

Our obligation to pay damages or “defense expenses” and our duty to defend applies only to damages or “defense expenses” in excess of the Self Insured Retention shown in the Schedule and only after the Self Insured Retention is exhausted by your payment of damages or “defense expenses” on your own behalf or on behalf of any insured.

2. Self Insured Retention means the amount shown in the Schedule. You must pay this amount for damages or “defense expenses” on your own behalf or on behalf of any insured. Damages or “defense expenses” that you must pay on your own behalf or on behalf of any insured mean such damages or “defense expenses” to which this insurance would apply except for the Self Insured Retention.

This Self Insured Retention applies separately from and in addition to any other Self Insured Retention for which you are responsible under any other policies or insurance, including any issued by us or our affiliated companies, that apply to the same “occurrence”, offense or claim.

Each Claim Basis: If an amount is shown in the Schedule for a Self Insured Retention for each claim, the Self Insured Retention applies:

- a. Under Bodily Injury Liability, to all damages because of “bodily injury” sustained by any one person as the result of any one claim.
- b. Under Property Damage Liability, to all damages because of “property damage” sustained by any one person or organization as the result of any one claim.
- c. Under Bodily Injury Liability and Property Damage Liability Combined, to the sum of all damages because of “bodily injury” liability and “property damage” sustained by any one person or organization as the result of any one claim.
- d. Under Personal and Advertising Injury liability, to all damages because of all “personal and advertising injury” sustained by any one person or organization.
- e. Under Liquor Liability, to all injuries sustained by any one person or organization.

All claims because of injury or damage to any one person or organization that result from the same “occurrence” will be considered a single claim for the purpose of determining the applicable Self Insured Retention.

Each “Occurrence” Basis: If an amount is shown in the Schedule for a Self Insured Retention for each “occurrence”, the Self Insured Retention applies per “occurrence” for damages covered under **Coverage A Bodily Injury And Property Damage Liability**:

- a. Under Bodily Injury Liability, to all damages because of “bodily injury” as the result of any one “occurrence”.
- b. Under Property Damage Liability, to all damages because of “property damage” as the result of any one “occurrence”.
- c. Under Bodily Injury Liability and Property Damage Liability, to the sum of all damages because of “bodily injury” and “property damage” as the result of any one “occurrence”.

The above Self-Insured Retention amounts apply regardless of the number of persons or organizations who sustain damages because of the “occurrence”.

Each Common Cause Basis: If an amount is shown in the Schedule for a Self Insured Retention for each common cause, the Self Insured Retention applies to damages covered under the Liquor Liability Coverage Part because of all “injury” sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

Each Premises Basis: If an amount is shown in the Schedule for a Self Insured Retention for each premises, the Self Insured Retention applies to all damages because of “property damage” to anyone premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Aggregate Option: If an amount is shown in the Schedule for a Self Insured Retention Aggregate, that amount is the most you must pay on your own behalf or on behalf of any insured for damages, including “defense expenses”, during the policy period. This amount will not be reduced because of cancellation of the policy. If the policy period is extended, a separate Self Insured Retention Aggregate amount equal to the amount shown in the schedule for the original policy period will apply for the extended policy period.

3. As used in this endorsement, “defense expenses” means payments allocated to a specific claim or “suit” for its investigation, settlement, or defense, including:
- a. Attorney fees and all other litigation expenses.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. The approved Claims Organization service expenses or fees.
- e. All court costs taxed against the insured in the claim or "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment you pay within the applicable Self Insured Retention.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Self Insured Retention.

"defense expenses" does not include salaries or expenses of our employees or your "employees".

- 4. You are responsible for the investigation, defense and settlement of any claim or "suit" seeking damages within the Self-Insured Retention and for the payment of all "defense Expenses" in connection therewith. You shall exercise utmost good faith, diligence and prudence to settle all claims and "suits" within the Self-Insured Retention. You are responsible for the handling of all claims, payments and expenses within the Self-Insured Retention until final closure.

We have the right to examine your claim or "suit" activities or records at any time.

- 5. We have the right, but not the duty, to participate with any insured in, or to assume in any insured's name, control over the investigation, settlement, defense or appeal of any claim or "suit" seeking damages under the policy within the Self Insured Retention. You will continue to be responsible for the payment of the applicable Self-Insured Retention regardless of our participation.

We are obligated to pay "defense expenses" only when the amount you have paid on your own behalf or on behalf of any insured for settlement, judgment or "defense expenses" arising from a claim or "suit" exceeds your Self Insured Retention.

At our request, you will pay us any portion of your Self Insured Retention that we deem reasonable for any claim or "suit". If the total amount of the judgment or settlement of that claim or "suit" and related "defense expenses" is ultimately less than the portion of your Self Insured Retention that you have paid to us, we will return to you the amount you paid us that is in excess of the ultimate cost.

- 6. If we exercise our right to assume the defense and control of any claim or "suit" from any insured, we shall obtain your written consent prior to settling any claim or "suit" within your Self Insured Retention. If you refuse to consent to our proposed settlement amount, you will be liable for any damages or related "defense expenses" that exceed our proposed settlement amount as well as for any amounts for damages or "defense expenses" that are within your Self Insured Retention.
- 7. Counsel used by any insured in the defense of any claim or "suit" must be pre-approved by us. Any insured must retain counsel if we deem it necessary for any specific claim or "suit".
- 8. If other valid and collectible insurance is available for any injury or damage to which this insurance or the Self-Insured Retention applies, this Policy will apply as excess of and will not contribute with such insurance. You are responsible for the applicable Self-Insured Retention amounts shown in the Schedule regardless of the availability of any other insurance.
- 9. Failure by the insured for any reason, including bankruptcy or insolvency, to pay any part of the Self Insured Retention shall not obligate us to make any payments or incur any costs to which this insurance would not otherwise apply.
- 10. You must contract for the services of a Claims Organization pre-approved by us to perform claims administration services. The Claims Organization contract and any changes must be pre-approved by us.
- 11. You will notify us promptly of any "occurrence", offense, claim, "suit", "injury" or damages, including those within the Self Insured Retention. You will immediately notify us of any "occurrence", offense, claim, "suit", "injury" or damages involving any of the following injuries:
 - 1. Fatality;
 - 2. Dismemberment or amputation;
 - 3. Paraplegia or quadriplegia;
 - 4. Loss or impairment of eyesight or hearing;

- 5. Brain injuries;
- 6. Burns;
- 7. Sexual assault;
- 8. Liquor Liability

For the purpose of determining when notice shall be provided, you shall assume that liability does exist and for the full amount of any claim;

- A. Immediately notify us in writing of any claim which in your reasonable judgment, taking into account past or anticipated "defense expenses" in connection with the claim, may result in payments equal to or exceeding the Notification Requirement Threshold of the applicable Self-Insured Retention shown in the Schedule above;
 - B. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any "injury", "occurrence", offense, claim, "suit" or damages you are required to report to us.
 - C. Provide us with a written summary of all "injuries", "occurrences", offense, claims, "suits" or damages which have or may result in payments within the Self-Insured Retention per the Claims Reporting Period shown in the Schedule above. This written summary must show:
 - 1. the date of the "injury", "occurrence", offense, claim, "suit" or damages and
 - 2. the name(s) of the injured person(s) or identification of the damaged property, and
 - 3. a description of the injury or damage, and
 - 4. the amount paid or set aside as a reserve, including "Allocated Loss Adjustment Expenses", resulting from the "injury", "occurrence", claim or "suit".
12. We reserve the right at our sole discretion to determine if your payments for damages or "defense expenses" accrue to the Self Insured Retention.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
ECG 04 590 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS AND OMISSIONS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF INSURED ACTIVITIES

INSURED ACTIVITIES	
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SCHEDULE OF ERRORS AND OMISSIONS ADDITIONAL INSURED

ADDITIONAL INSURED	ACTIVITIES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

ERRORS AND OMISSIONS LIMITS OF INSURANCE

ERRORS AND OMISSIONS AGGREGATE LIMIT	\$ aggregate
ERRORS AND OMISSIONS EACH EVENT OR PROJECT LIMITS	\$ per
	\$ per
	\$ per
	\$ per
	\$ per
	\$ per

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. COVERAGE: The following is added to **Section I – Coverages:**

COVERAGE – ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any act, error or omission and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph **D.** of this endorsement and Section **III – Limits Of Insurance** of the Commercial General Liability Coverage Part; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- b. This insurance applies to injury only if:
 - (1) The injury is caused by an act, error or omission;
 - (2) The act, error or omission is committed in the "insured activities" and takes place in the "coverage territory"; and
 - (3) The act, error or omission occurs during the policy period.
- c. All acts, errors or omissions that are related, connected or part of a series and any continuation or resumption of an act, error or omission will be considered one act, error or omission and will be considered to have occurred on the earliest date any of those acts, errors or omissions occurred.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act Or Intentional Injury

Damages or injury arising out of any

- (1) Insured's act, error or omission;
- (2) Act, error or omission committed at the direction of any insured;

that is dishonest, fraudulent, criminal, malicious, a willful or reckless violation of any statute, or intended to cause injury.

b. Violation Of Laws And Administrative Or Regulatory Actions

(1) Damages or injury arising out of any violation of:

- (a) The Securities Act of 1933 and as amended;
- (b) The Securities Exchange Act of 1934 and as amended;
- (c) The Investment Act of 1940 and as amended;
- (d) Any state blue sky or securities law;
- (e) Any similar state or federal law; or
- (f) Any order, ruling, or regulation issued pursuant to the above laws;

(2) Damages or injury arising out of intentional, willful, or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body;

(3) Damages or injury based upon, as a consequence of or arising out of discrimination by any insured on the basis of age, color, race, sex, creed, national origin, marital status, physical disability, handicap, or sexual preference.

(4) Damages or injury to:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, ~~or~~ discrimination or malicious prosecution directed at that person; or

- (b) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (i), (ii), or (iii) above is directed.

This exclusion (4) applies:

(a) Whether the injury-causing event described in paragraph (a) above occurs before employment, during employment or after employment of that person;

~~(a)~~(b) Whether the insured may be liable as an employer or in any other capacity; and

~~(b)~~(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. ERISA And Acts Related To Investment Funds

Damages or injury:

- (1) Related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
- (2) Arising out of any infringement or violation of any provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order issued pursuant to the Act or any similar provisions of any federal, state or local law.

d. Injury When Coverages A Or B Apply

Damages or injury if Coverage **A** Bodily Injury And Property Damage Liability or Coverage **B** Personal And Advertising Injury Liability applies to any portion of such damage or injury or would apply if such injury or offense had occurred during this policy period.

e. Bodily Injury Or Personal And Advertising Injury

Damages or injury that is, or arises out of, "bodily injury", mental injury or "personal and advertising injury".

f. Property Damage

Damages or injury that is, or arises out of, physical injury to tangible property, including all resulting loss of use of that property.

g. Loss Of Use Of Tangible Property Not Physically Injured When Coverage A Applies

Damages or injury resulting from or arising out of loss of use of tangible property that is not physically injured if Coverage **A** Bodily Injury And Property Damage Liability applies to any portion of such injury or damage or would apply if such injury had occurred during this policy period.

h. Electronic Data

Damages or injury arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

i. Intellectual Property

Damages or injury arising out of any infringement or violation of:

- (1) Copyright, patent, trademark, service mark, trade name, trade dress, trade secret or other intellectual property rights or laws; Under this exclusion, such other intellectual property rights do not include the use of another's idea in your "advertisement".
- (2) Unfair competition, piracy or similar laws or regulations; or
- (3) Antitrust laws or regulations.

j. Contractual Liability

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

k. Contracts, Warranties Or Guarantees

Damages or injury resulting from or arising out of breach of contract, warranty or guarantee.

l. Injury To Employees And Other Workers

Damages or injury to any "employee" of an insured, or to any "temporary worker", "volunteer worker", or to an "employee" of an independent contractor working for an insured, or to any obligation of an insured to compensate another because of damages arising out of such injury or harm.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

m. Workers' Compensation And Similar Laws

Any obligation of any insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

n. Pollution, Organic Pathogen Or Fungi

(1) Damages or injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, growth or existence of "pollutants", "organic pathogen" or "fungi" at any time.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "organic pathogen" or "fungi"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants", "organic pathogen" or "fungi".

As used in this exclusion, "fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi; and "organic pathogen" means any bacteria or virus.

o. Lead, Asbestos Or Silica

(1) Damages or injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, growth or existence of lead, asbestos or silica in any manner or form at any time.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead, asbestos or silica; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead, asbestos or silica.

p. Nuclear

(1) Damages or injury resulting from or arising out of any:

- a. Nuclear radiation, reaction or energy;
- b. Hazardous materials used for or resulting from a nuclear reaction or the production of nuclear energy; or
- c. Radioactive materials.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, the materials or processes described in (1) above; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, the materials or processes described in (1) above.

q. Aircraft, Auto, Watercraft Or Mobile Equipment

Damages or injury arising out of the ownership, maintenance, use, entrustment to others, or transportation of any aircraft, "auto", watercraft or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the damages or injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", watercraft or "mobile equipment" that is owned or operated by or rented or loaned to any insured.

r. War

Damages or injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Money And Securities

Damages or injury resulting from or because of any loss of money, bank accounts or deposits, notes, securities or other financial instruments in the care, custody or control of any insured or for which any insured is responsible.

t. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

u. Insured Versus Insured

Any claim or demand for damages made by an insured against any entity:

- (1) Which is operated, managed or controlled by any insured;
- (2) In which the insured has a collective ownership interest in excess of 50%;
- (3) In which any insured is an officer or director;
- (4) Which wholly or partly owns, operates or manages any insured; or
- (5) Which is an insured.

v. Fines And Penalties

Punitive damages, exemplary damages, multiplied damages, fines or penalties.

w. Insurance And Financial Services

- (1) Damages or injury that results from any act, error or omission in:
 - (a) Advising with respect to, or interpreting;
 - (b) Requiring or failing to require; or
 - (c) Failing to obtain or maintain;

- Any form of insurance, suretyship or bond, either with respect to you or any other entity; or
- (2) Damages or injury that results from any act, error or omission in providing or failing to provide any financial, accounting or billing services or any similar or related services.

x. Event Cancellation

Damages or injury arising out of the cancellation, interruption, postponement, rescheduling or curtailment of any event, production or project.

B. SUPPLEMENTARY PAYMENTS: For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** will include reference to Coverage – **Errors And Omissions Liability**.
2. Bail bond and indemnitee defense Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. WHO IS AN INSURED: For the purposes of the coverage provided by this endorsement:

1. Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are deleted.
2. **Section II – Who Is An Insured** is amended to include as an additional insured the persons or organizations shown in the Schedule Of Errors And Omissions Additional Insureds, but only with respect to liability for injury:
 - a. Caused, in whole or in part, by your acts, errors or omissions or the acts, errors or omissions of those acting on your behalf in the performance of your “insured activities”; or
 - b. Arising out of the acts, errors or omissions by the additional insured committed in the activities described in the Schedule Of Additional Insureds, but only to the extent such acts, errors or omissions are committed in the “insured activities”.
3. Any additional insureds that are added by endorsement to this policy are not additional insureds for this **Errors And Omissions** Coverage unless such endorsement specifies that the entity is an additional insured for **Errors And Omissions** Coverage.

D. LIMITS OF INSURANCE: The following is added to **Section III – Limits Of Insurance**:

1. The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:
 - a. The General Aggregate Limit described in **Section III – Limits Of Insurance** will also include and be reduced by any payments we make for damages under this **Errors And Omissions** Coverage.
2. If any endorsement to this policy amends how the General Aggregate Limit applies or replaces the General Aggregate Limit with another Limit, the General Aggregate Limit or its replacement Limit will still include and be reduced by any payments we make for damages under this **Errors And Omissions** Coverage, regardless of any language to the contrary in such endorsement, unless such endorsement specifically states that such Limit is not reduced by payments we make for damages under this **Errors And Omissions** Coverage.
3. Subject to the General Aggregate Limit, the Errors And Omissions Aggregate Limit is the most we will pay for the sum of all damages under **Errors And Omissions** Coverage.
4. Subject to the Errors And Omissions Aggregate Limit, the Errors And Omissions Each Event Or Project Limit is the most we will pay under **Errors And Omissions** Coverage for the sum of all damages because of injury arising out of each event or project designated in the Schedule Of Errors And Omissions Limits.

E. CONDITIONS: For the purposes of the coverage provided by this endorsement:

1. All references to “occurrence” in Duties Condition **2.** of **Section IV – Commercial General Liability Conditions** Supplementary Payments – Coverages **A** and **B** will include acts, errors or omissions.
2. Condition **4.** of **Section IV – Commercial General Liability Conditions** is replaced by the following:
 4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this **Errors And Omissions** Coverage, our obligations are limited as follows:

a. Excess Insurance

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

When this insurance is excess over other insurance, we will have no duty to defend the insured against any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this **Errors And Omissions** Coverage.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

F. DEFINITIONS: For the purposes of the coverage provided by this endorsement:

1. "Insured activities" means the activities, projects or events as described in the Schedule Of Insured Activities.
2. "Suit" means a civil proceeding in which damages because of an injury to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTELLECTUAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of or related to: any actual or alleged infringement or violation of:
 - a. Copyright, patent, trademark, service mark, trade name, trade dress, trade secret or other intellectual property rights or laws;
 - b. Unfair competition, piracy or similar laws or regulations; or
 - c. Antitrust laws or regulations;regardless of any other cause or event that contributes to the loss.
2. With respect to Paragraph 1.a. of this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.
- ~~2.2.~~ 3. This exclusion does not apply to infringement in your “advertisement” of copyright.

<i>SERFF Tracking Number:</i>	<i>EVST-125272349</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Everest National Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025959</i>
<i>Company Tracking Number:</i>	<i>AR-GL-20021057</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>Delay Adoption of 2007-MS Changes/CW-GL-20018221</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: EVST-125272349 State: Arkansas
Filing Company: Everest National Insurance Company State Tracking Number: AR-PC-07-025959
Company Tracking Number: AR-GL-20021057
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Delay Adoption of 2007-MS Changes/CW-GL-20018221

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 09/05/2007

Comments:

Attachments:

Transmittal.pdf
Form Schedule.pdf

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Everest Re Group, Ltd.	1120

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Everest National Insurance Company	DE	10120	22-2660372	

5. Company Tracking Number	AR-GL-20021057
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Vanessa King 477 Martinsville Road Liberty Corner, NJ 07938-0830	Associate Mgr	(908) 604-3267	((08) 604-3526	vanessa.king@everestre.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Vanessa King		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Other Liability
10. Sub-Type of Insurance (Sub-TOI)	Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 2/1/08 Renewal: 2/1/08
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

16. Reference Organization (if applicable)	Insurance Services Office
17. Reference Organization # & Title	GL-2006-OCTFR - 2007 GENERAL LIABILITY MULTISTATE FORMS REVISION TO BE IMPLEMENTED
18. Company's Date of Filing	8/24/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	AR-GL-20021057
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Everest National, a participating insurer of Insurance Services Office (ISO), hereby files to adopt ISO filing designation number GL-2006-OCTFR without modification. However, due to systems constraints, we need to delay our adoption of this revision until 2/1/2008.

Additionally, we have revised specific company endorsements as follows. The changes to these endorsements are editorial and required to remain compatible with the new 2007 ISO GL.

For each form, we have included both a track change and clean version.

Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses Included— ECG 03 511 01 08

Errors And Omissions Liability Coverage – ECG 04 590 01 08

Exclusion - Intellectual Property - ECG 21 569 01 08

These endorsements will be implemented along with the ISO 2007 GL effective February 1, 2008.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:

Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AR-GL-20021057			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	AR-GL-20021058			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Self-Insured Retention - Each Occurrence/Each Claim/Each Common Cause/Aggregate Options Defense Expenses Included	ECG 03 511 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Errors and Omissions Liability Coverage	ECG 04 590 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Exclusion – Intellectual Property	ECG 21 569 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		